

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:

EDUARDO U. EVERETT AND
GLORIA R. EVERETT

DEBTORS

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§

CASE NO. 19-31634
CHAPTER 7

CHIEF JUDGE DAVID R. JONES

**TRUSTEE'S MOTION TO SELL REAL PROPERTY FREE AND CLEAR OF LIENS AND
CLAIMS PURSUANT TO 11 U.S.C. § 363(b) and (f) and PAY BROKER COMMISSIONS AT
CLOSING**

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN TWENTY-ONE (21) DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

**To the Honorable David R. Jones,
Chief United States Bankruptcy Judge:**

COMES NOW Randy W. Williams, Trustee and would show as follows:

A. Jurisdiction, Venue and Constitutional Authority

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and/or (N) and arises in and/or under Title 11. The statutory predicate for the relief sought herein is Federal Rule of Bankruptcy Procedure 9019.

2. Venue is proper under 28 U.S.C. §§ 1408 and/or 1409.

3. This Court has constitutional authority to enter a final order regarding this matter. This motion concerns essential bankruptcy matters which have no equivalent in state law thereby rendering the Supreme Court's opinion in *Stern v. Marshall* inapplicable. See *In re Carlew*, 469 B.R. 666, 672 (Bankr.

S.D. Tex. 2012) (discussing *Stern v. Marshall*, 131 S.Ct. 2594 (2011)). In the alternative, all the matters addressed in this motion are essential bankruptcy matters which trigger the public rights exception. *See Id.*

B. Background

4. On March 27, 2019 (the “Petition Date”), Eduardo and Gloria Everett (the “Debtors”) filed for voluntary Chapter 7 bankruptcy protection. On the same date, the Trustee was appointed interim Chapter 7 Trustee and, having since accepted the appointment and posted the requisite bond, became permanent Trustee.

5. On the Petition Date, the Debtors owned the real property and improvements located at 3116 Kenta, Marrero, Louisiana 70072 (the “Property”). The Property is encumbered by a mortgage in favor of Standard Mortgage Corp, with a balance of approximately \$94,022.00 per the Debtor’s Schedules.

6. On July 17, 2019, the Trustee filed an application to employ BK Global Real Estate Services (“Broker”), to assist him with the marketing and sale of the Property [Docket Number 33]. On August 2, 2019, the Court entered an Order authorizing the Trustee’s employment of Broker [Docket Number 34], see **Exhibit A** (the “Employment Order”). A copy of the Court approved listing agreement is attached as **Exhibit B** (the “Listing Agreement”).

7. Shortly after approval of retention of Broker, the Property was listed for sale for \$125,000.

C. Motion to Sell

8. The Trustee proposes to sell the Property to Duc Phi (“Buyer”) for the sum of \$125,000, subject to the terms and conditions set forth in the attached **Exhibit C** (the “Sales Contract”). The offer by Buyer is a full list price offer and, as such, the Trustee believes it to be for fair and reasonable consideration and in the best interests of the Estate and its creditors. The Trustee further requests that he be allowed to pay at closing the outstanding mortgage owed to Standard Mortgage Corp, all outstanding property taxes; broker commissions (as described below) and all usual and customary closing costs, which include, but are not limited to, survey costs/reimbursements; escrow fees, title commitment fees, fees for tax statements/certificates, fees for preparation of a deed, recording fees and delivery/filing charges.

9. Although the Trustee is not aware of any liens against the Property, other than the mortgage and property taxes, out of an abundance of caution, he requests that the Property be sold free and clear of liens and claims pursuant to 11 U.S.C. § 363(f), with the same attaching to the proceeds of sale in the same order, priority and validity that existed on the Petition Date.

10. The Trustee further requests authorization to pay Broker the 6% commission provided for in the Listing Agreement approved by the Employment Order, with that commission being split equally between Broker and the real estate broker for the Buyer pursuant to the Sales Contract. The Trustee posits that the commission proposed to be paid is well within the usual and customary range of broker's commissions paid on real property sales of the type involved herein. The Trustee requests permission to pay these amounts at closing of the sale of the Property.

WHEREFORE based on the foregoing, the Trustee requests all relief sought herein and for such other and further relief to which he may show himself to be entitled.

Respectfully submitted,

/s/ Marc Douglas Myers

Marc Douglas Myers
Ross, Banks, May, Cron & Cavin, P.C.
SBN 00797133
7700 San Felipe, Suite 550
Houston, Texas 77063
(713) 626-1200; (713) 623-6014 fax
mmyers@rossbanks.com
COUNSEL FOR THE TRUSTEE

CERTIFICATE OF SERVICE

I hereby certify that on August 14, 2019, a true and correct copy of the foregoing was sent via regular US mail to the Debtor(s), counsel for the Debtor(s), the Trustee, counsel for the Trustee, the US Trustee, all creditors and all persons requesting notice as set forth below unless otherwise served by the CM-ECF system.

/s/ Marc Douglas Myers

Marc Douglas Myers

Ford Motor Credit Company LLC
5120 Woodway, Suite 9000
Houston, TX 77056-1725

First Community Credit Union

c/o Dominique Varner
Michael Weems
1201 Louisiana, 28th Floor
Houston, Texas 77002

New Residential Mortgage LLC
undeliverable

PINGORA LOAN SERVICING, LLC
c/o Dominique Varner

Michael Weems
1201 Louisiana, 28th Floor
Houston, Texas 77002

PRA Receivables Management, LLC
P.O. Box 41021
Norfolk, VA 23541-1021

Synchrony Bank
c/o PRA Receivables Management, LLC
P.O. Box 41021
Norfolk, VA 23541

AMEX
Correspondence/Bankruptcy
P.O. Box 981540
El Paso, TX 79998-1540

Cenlar
P.O. Box 77404
Ewing, NJ 08628-6404

Chase Card Services
Attn: Bankruptcy
P.O. Box 15298
Wilmington, DE 19850-5298

Citicards Cbna
Citi Bank
P.O. Box 6077
Sioux Falls, SD 57117-6077

Client Services/Synchrony Home Design
3451 Harry S. Truman Blvd.
Saint Charles, MO 63301-4047

Eduardo A. Everett
21735 Colter Stone Dr.
Spring, Texas 77388-6905

First Community CU
Attn: Bankruptcy
15260 Farm to Market Rd 529
Houston, TX 77095

Internal Revenue Service
Centralized Insolvency Operations
P.O. Box 7346
Philadelphia PA 19101-7346

LVNV Funding, LLC
Resurgent Capital Services
P.O. Box 10587
Greenville, SC 29603-0587

Lincoln Automotive Financial Service
Attn: Bankruptcy
P.O. Box 542000
Omaha, NE 68154-8000

Martine and Sidney Wicks
3116 Kenta Dr.
Marrero, LA 70072-5914

Rausch, Sturm, Israel, Enerson & Hornik, L
15660 N. Dallas Parkway, Suite 350
Dallas, Texas 75248-3344

Re Max Real Estate Partners, Inc.
4041 Veteran's Blvd. Suite 100
Metairie, LA 70002

Sandy Leisure Trust I
P.O. Box 96058
Las Vegas, NV 89193-6058

Standard Mortgage Corp
701 Poydras St Ste 300
New Orleans, LA 70139-0096

Synco/Home Design
Attn: Bankruptcy
P.O. Box 965060
Orlando, FL 32896-5060

US Trustee
Office of the US Trustee
515 Rusk Ave
Ste 3516
Houston, TX 77002-2604

We Florida Financial
Attn: Bankruptcy

P.O. Box 14548
Fort Lauderdale, FL 33302-4548

Wells Fargo Bank Na
1 Home Campus
Mac X2303-01a
Des Moines IA 50328-0001

Woodlands Specialty Hospital
P.O. Box 17009J
Belfast, ME 04915-4033

Eduardo U. Everett
21735 Colter Stone Dr.
Spring, TX 77388-6905

Gloria R. Everett
21735 Colter Stone Dr.
Spring, TX 77388-6905

Randy W Williams
7924 Broadway, Suite 104
Pearland, TX 77581-7933

Yvette V Recio
26310 Oak Ridge Dr., Suite #4
The Woodlands, TX 77380-3777



ENTERED
08/02/2019

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:

EDUARDO EVERETT AND GLORIA
EVERETT

DEBTOR

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§
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§

CASE NO. 19-31634
CHAPTER 7

JUDGE DAVID R. JONES

ORDER GRANTING TRUSTEE'S APPLICATION TO EMPLOY REAL ESTATE BROKER

(Docket # 33)

CAME ON for consideration the Trustee's Application to Employ Real Estate Broker ("Application") and the Court being of the opinion that it should be granted, it is therefore:

ORDERED that the Trustee is authorized to employ BK Global Real Estate Services, with Patrick Butler as broker-in-charge, to assist in the sale of the real property referenced in the Application on the terms and conditions stated in the listing agreement attached to the Application, which is approved; and it is further;

ORDERED that the Trustee is hereby authorized to execute any and all documents necessary to consummate the above transaction.

Signed: August 01, 2019



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

BK Global Real Estate Brokerage Listing Agreement

This Real Estate Brokerage Listing Agreement ("Agreement") is between Randy Williams ("TRUSTEE") and **BK Global Real Estate Services LLC** ("BROKER")

Authority to Sell Property: Trustee gives Broker the right to be the EXCLUSIVE BROKER in the sale of the real and personal property (collectively "Property") described below:

3116 KENTA DR MARRERO, LA 70072

Upon full execution of a contract for sale and purchase of the Property and court approval, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. **Trustee** and **Broker** acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law. **Trustee** certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

Price: The starting listing price of the property will be: **\$125,000**. If there are no acceptable offers after 15 days, the list price will be reduced 5% and will reoccur every 15 days until the listing expires or if an acceptable offer is received.

Brokers Obligations: Broker will assist the Trustee to make commercially reasonable efforts to procure the consent and agreement of the senior mortgagee ("Secured Creditor"), if necessary due to a short sale or insufficiency of the net proceeds of sale, to:

procure a purchaser for the Real Property with the best qualified offer during a public sale.

- a) Release its lien with respect to the Property; and
- b) Agree to a 11 U.S.C. § 506 surcharge to (x) pay our fee and expenses, any commission payable to the local real estate broker and all other fees and expenses associated with the sale, and (y) provide a carve-out for the benefit of allowed unsecured creditors of the estate.

Brokers Duties: Broker duties will include but will not be limited to the following services;

- Researching the real estate, running title and lien searches to identify creditors for resolution and any title issues.
- Advising the trustee of any issues and discuss potential resolutions.
- Conducting the resolutions under the trustee's direction.
- Assisting the trustee in the collection of documents and information for employment.
- Making and identifying the correct contact with any secured creditors where applicable.
- Notifying the secured creditor of the upcoming sale and identifying servicer requirements.
- Assisting the trustee in establishing market value and negotiating with the Servicer an acceptable sales price and establishing a carve-out, if necessary.
- Development of online marketing, email campaign and full nationwide marketing services.
- Conducting an online sale.
- Use of the BK Global technology platform.
- Assist the trustee in the review of all offers and coordinate the final documentation of the offer accepted by the trustee.
- Managing contract requirements such as inspections, appraisals and HOA applications.
- Coordinating closings and assisting the trustee in the collection of required information for court filing.
- Closing the transaction and ensure the estate has received the appropriate funds.

Local Listing Brokers Obligations: Broker will select a **Local Listing Broker** to co-list the property and provide limited services. **Trustee** will retain both **Broker** and the **Local Listing Broker** to market the Property for sale to the public under a separate listing agreement.

Local Listing Brokers Duties: Local Listing Brokers duties will include but will not be limited to the following services;

- Inspecting the property and completing a broker's price opinion.
- Listing the property in the multiple listing service (MLS).
- Posting a for sale sign in the yard and coordinating showings.

Trustee Obligations: In consideration of **Broker's** obligations, **Trustee** agrees to:

- a) Cooperate with **Broker** in carrying out the purpose of this Agreement
- b) Assist the Broker as needed in obtaining the keys to the Property and make the Property available for **Broker** to show during reasonable times.
- c) File all court motions and documents in a timely manner to ensure a successful sale.
- d) Advise **Broker** of any special issues or court requirements.

Compensation: 6% Real Estate Commission will be paid out of the proceeds off the sale and is due and paid at closing. The commission will cover the costs of the **Broker, Local Listing Broker** and **Buyers Broker**. The commission will be paid as follows:

- 2% Broker
- 2% Local Listing Broker
- 2% Buyers Broker

Term of Agreement: The term of this Agreement will commence when signed by the **Trustee** and the court approves it. This Agreement will automatically terminate upon the closing of the sale of the Property, or it may be terminated by either party for any or no reason after 180 days from commencement. In addition, this Agreement will be terminated if the **Trustee** files a Report of No Distribution, files a Notice of Abandonment of the subject property, or submits a Trustee's Final Report to the Office of the United States Trustee.

Broker acknowledges and agrees that (a) the **Trustee** is not executing this Agreement in an individual capacity, but solely as trustee of the estate, (b) **Broker** does not and will not have any right or claim with respect to the estate and (c) **Brokers** sole recourse for payment of real estate commission, fees and expenses will be paid at closing with court approval.

This Agreement constitutes our complete agreement on this matter and supersedes all prior agreements and representations concerning the same. It may not be modified or amended except in a writing signed by both parties.

(the remainder of this page is left intentionally blank)

The effective date of this agreement is _____.

BROKER:



By: _____ Acknowledged and agreed as of the date set forth above.

Patrick Butler, Broker-in-Charge

TRUSTEE:



_____ Acknowledged and agreed as of the date set forth above.

Randy Williams, not individually but solely as Trustee in the referenced matter.

Authentisign ID: 16B1657E-D878-48A7-9272-9FCE9F819F22

Authentisign ID: 7DAE10FF-8F7A-4638-9244-7B2F47406702

CENTURY 21 SELA		NEW WORLD REALTY, LLC	
Listing Firm		Selling Firm	
TAMMY N. RANGLES 0000072329		NGA BAIRD 0995698096	
Seller's Designated Agent Name & License Number		Buyer's Designated Agent Name & License Number	
CENTURY 21 SELA 0995699795		NEW WORLD REALTY, LLC 0995701449	
Brokerage Name & License Number		Brokerage Name & License Number	
504-237-4404	504-883-5252	504-214-6326	504-214-6326
Phone Number	Office	Phone Number	Office
504-883-5272		504-266-2799	
Fax		Fax	
TAMMYRANGLES@C21SELA.COM		NEWWORLDREALTY2002@GMAIL.COM	
Email Address		Email Address	
NGA BAIRD TO TAMMY RANGLES ONLINE OFFER		TUESDAY 08/06/2019 9:30 AM	
Delivered by Designated Agent to		Day Date Time AM/PM	
Comments			
Received by Designated Agent		Day Date Time AM/PM	

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Date: 08/06/2019

PROPERTY DESCRIPTION: I/We offer and agree to Buy/Sell the property at:

(Municipal Address) 3116 KENTA DRIVE
 City MARRERO; Zip 70072; Parish JEFFERSON; Louisiana.
 (Legal Description) LOT 11 SQ 2 OAK COVE EST 10951707

on lands and grounds measuring approximately 60x100
 or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements, together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings, blinds and associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price and have no value:

All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in lines 5 through 22 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:

BUYER'S Initials [DP]

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SELLER'S Initials [Signature]

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Instantiated by



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Authentisign ID: 7BAE10FF-0F7A-4630-9244-7B2147405782

3116 KENTA

DRIVE

MARRERO

70072

08/06/2019

Property address, street, city, state, zip

Date

29 MINERAL RIGHTS: If the SELLER transfers any mineral rights, they are to be transferred without warranty.
 30 0 % mineral rights owned by the SELLER are to be reserved by the SELLER and the SELLER shall waive
 31 any right to use the surface for any such reserved mineral activity or use.

32
 33 PRICE: The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and
 34 law or ordinances affecting the Property for the sum of _____
 35 One Hundred Twenty-Five Thousand Dollars (\$ 125,000.00) (the "Sale Price").

36
 37 ACT OF SALE: The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the
 38 BUYER, on XXXXXXXXXXXXXXXXXXXX, or before if mutually agreed upon. Any change of the date
 39 for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the
 40 BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:22.512 of
 41 seq. "closing will occur within 15 business days after the Bankruptcy Court Order approving this
 42 agreement becomes final and non-appealable

43 OCCUPANCY: Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless mutually
 44 agreed upon in writing.

45
 46 CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:

47 ☐ This sale is contingent on the sale of other property by the BUYER and the contingency language found
 48 either in lines 301-307 or the attached addendum shall apply.

49 ☒ This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the
 50 BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.

51
 52 FINANCING:

53 ☐ ALL CASH SALE: The BUYER warrants the BUYER has cash readily available to close the sale of this
 54 Property.

55 ☒ FINANCED SALE: This sale is conditioned upon the ability of BUYER to borrow with this Property as
 56 security
 57 for the loan the sum of \$ _____ or 90 % of the Sale
 58 Price by a mortgage loan or loans at an initial interest rate not to exceed 5 % per annum, interest and
 59 principal, amortized over a period of not less than 15 years, payable in monthly installments or on any other
 60 terms as may be acceptable to the BUYER provided that these terms do not increase the cost, fees or expenses
 61 to the SELLER. The loan shall be secured by (Check all that apply):

62 ☐ Fixed Rate Mortgage ☐ FHA Insured Mortgage
 63 ☐ Adjustable Rate Mortgage ☐ Owner Financing
 64 ☐ Rural Development ☐ Bond Financing
 65 ☐ VA Guaranteed Mortgage ☒ Conventional Mortgage
 66 ☐ Other _____

67
 68 The BUYER agrees to pay discount points not to exceed 3 % of the loan amount.
 69 Other financing conditions:
 70
 71

72 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to
 73 complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-
 74 paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and
 75 conditions imposed by BUYER'S lender(s) or by Consumer Financial Protection Bureau Requirements shall not

BUYER'S Initials DP

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SELLER'S Initials _____

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76 affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of
77 this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation
78 from a lender that a loan application has been made and the BUYER has given written authorization to lender to
79 proceed with the loan approval process within (10) calendar days after the date of acceptance of this offer by
80 both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of
81 that application and BUYER'S written authorization for lender to proceed with loan process within this period, the
82 SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and declare the Agreement
83 null and void, by giving the BUYER written notice of the SELLER'S termination. In the event the BUYER is not
84 able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s) under the terms
85 set forth above.

97 APPRAISAL: ☐ This sale is NOT conditioned on appraisal. ☒ This sale IS conditioned on the appraisal of the
98 Property being not less than the Sale Price. The SELLER agrees to provide the utilities for appraisals and access.
99 If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale
100 Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall
101 provide the SELLER with a copy of the appraisal within Seven (7) calendar days of receipt of same,
102 along with the BUYER'S written request for the SELLER to reduce the Sale Price. Within Seven (7)
103 calendar days after the SELLER'S receipt of such written documentation of the appraised value, the BUYER shall
104 have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless the
105 SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

111 ☐ Cash \$ _____ ☐ Certified Funds \$ _____ subject to bankruptcy
112 ☒ Check \$ 1,000.00 ☐ Electronic Transfer (EFT) \$ _____ Court approval
113 The Deposit shall be held by: ☒ Listing Broker ☐ Selling Broker ☐ Third Party

DEPOSIT HELD BY THIRD PARTY: Louisiana Administrative Code Article Title 46, Part LXVII, Section 2717 requires that funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account or Deposit trust checking account of the listing or managing broker ("Broker") unless all parties having an interest in the funds have agreed otherwise in writing. I agree to have the Deposit related to this transaction to be held by a third party and not in a sales escrow account maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction over those third parties holding the funds. By signature below, I acknowledge that I have read the attached addendum and acknowledge the Broker is not legally required to disburse a Deposit in accordance with LAC 46: LXVII.2901 when a third party holds the Deposit.

PLAYER

BUYER

SELLER

SELLER

BUYER'S Initials	DP
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Authentisign ID: 78AE10FF-8F7A-1530-9244-7B2F47406782

3116 KENTA

DELVE

MARRERO

70072

08/05/2019

Property address, street, city, state, zip

Date

Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules and Regulations set forth by the Louisiana Real Estate Commission.

RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence of the following events:

1) If this Agreement is declared null and void by the BUYER during the inspection and due diligence period as set forth in lines 167 through 200 of this Agreement;

2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 72 through 85 of this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;

3) If the SELLER declares the agreement null and void for failure of BUYER to comply with written document requirements as set forth in lines 80 through 85.

4) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the SELLER will not reduce the Sale Price as set forth in lines 97 through 105 of this Agreement;

5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 149 through 154 of this Agreement;

~~6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 202 through 211~~

~~7) If the SELLER chooses not to repair or replace the sewer system(s) as per the SEPTICWATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof;~~

~~8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTICWATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof; with regard to lines 139-146 above, Seller is a bankruptcy trustee and has no knowledge of or the ability to provide any report of this type~~

LEASES/SPECIAL ASSESSMENTS: The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases, and unpaid special assessments from the SELLER within five (5) calendar days of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost of local improvements imposed by local governmental/governing authority. The BUYER will have five (5) calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security deposits, keys/access and leases are to be transferred to the BUYER at Act of Sale.

NEW HOME CONSTRUCTION: If the property to be sold is completed new construction, under construction, or to be constructed, check one:

☐ A new home construction addendum, with additional terms and conditions, is attached.

☒ There is no new home construction addendum.

INSPECTION AND DUE DILIGENCE PERIOD: The BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, the SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

BUYER'S Initials

[DP]

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3116 KENTA

CRIVE

MARRERO

70072

08/06/2019

Property address, street, city, state, zip

Date

The BUYER shall have an inspection and due diligence period of (10) calendar days, commencing the first day after acceptance of this Agreement wherein, the BUYER may, at the BUYER'S expense, have any inspections made by experts or others of his choosing. Such physical inspections may include, but are not limited to, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include, but is not limited to investigation into the property's school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing. The SELLER agrees to provide the utilities for inspections and immediate access. Inspection period will be extended by the same number of days that the BUYER is not granted immediate access to the property or all utilities are not provided by the SELLER. If the BUYER is not satisfied with the condition of the Property or the results of the BUYER'S due diligence investigation, the BUYER may choose one of the following options within the inspection and due diligence period:

Option 1: The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void; or

Option 2: The BUYER may indicate in writing the deficiencies and desired remedies and the SELLER will within seventy two (72) hours respond in writing as to the SELLER'S willingness to remedy those deficiencies ("SELLER'S Response").

Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or seventy-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c) to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 161 THROUGH 180 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.

PRIVATE WATER/SEWERAGE:

☐ There is/are _____ (____) private water system(s) servicing only the primary residence, and the attached private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.

☐ There is/are _____ (____) private septic/treatment system(s) servicing only the primary residence and the attached private Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.

☐ There is NO private septic/treatment system(s) servicing only the primary residence.

HOME SERVICE/WARRANTY: A home service/warranty plan ☐ will / ☒ will not be purchased at the closing of sale at a cost not to exceed \$ _____ to be paid by ☐ the BUYER / ☐ the SELLER. Home Service Warranty will be ordered by _____

BUYER'S Initials [DP]

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SELLER'S Initials [Signature]

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Instane



Authentisign ID: 16B1657E-D878-48A7-9272-9FCE9F819F22

Authentisign ID: 7DAE10FF-3F7A-4638-9244-7B2F47406702

3116 KENTA DRIVE MARRERO 70072 08/06/2019
 Property address, street, city, state, zip Date

216 It is understood that the Agent/Broker may receive compensation from the home warranty company for actual
 217 services performed. The home service warranty plan does not warrant pre-existing defects and options, and does
 218 not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER
 219 accepts the home service warranty plan, they declare that they have been made aware of the existence of such a
 220 plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to
 221 their rejection of such a plan.

222
 223 WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)

224 ☐ A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full
 225 SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to
 226 Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.*

227 ☒ B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize
 228 that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does
 229 hereby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to
 230 Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of Sale Price pursuant to
 231 Louisiana Civil Code Article 2541, *et seq.* Additionally, the BUYER acknowledges that this sale is made without
 232 warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and
 233 the BUYER agree that this clause shall be made a part of the Act of Sale.

234 ☐ C. NEW HOME WARRANTIES. Notwithstanding lines 223 through 233 and irrespective of whether A or B
 235 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead
 236 the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of
 237 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the
 238 New Home Warranty Act.

239
 240 MERCHANTABLE TITLE/CURATIVE WORK: The SELLER shall deliver to the BUYER a merchantable title at
 241 the SELLER'S costs (see lines 244 through 246). In the event curative work in connection with the title to the
 242 Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the
 243 parties agree to and do extend the date for passing the Act of Sale to a date not more than
 244 Fifteen (15) calendar days from the date of the Act of Sale stated herein. The
 245 SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at
 246 Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER
 247 shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title
 248 within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to
 249 demand the return of the Deposit ~~XX~~
 250 ~~XX~~

251
 252 FINAL WALK THROUGH: The BUYER shall have the right to re-inspect the Property within five (5) calendar
 253 days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the
 254 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been
 255 completed. ~~XX~~
 256 ~~XX~~

257
 258 DEFAULT OF AGREEMENT BY THE SELLER: In the event of any default of this Agreement by the SELLER,
 259 the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further
 260 demand, or to demand and/or sue for any of the following:

261
 262 1) Termination of this Agreement. ~~XX~~
 263 ~~XX~~

BUYER'S Initials DP

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SELLER'S Initials ✓

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DRYK

MARRERO

70072

08/06/2019

Property address, street, city, state, zip

Date

312 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property
 313 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and
 314 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the
 315 BUYER has or will independently investigate all conditions and characteristics of the Property which are important
 316 to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to
 317 inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may
 318 perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance,
 319 Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition
 320 of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).
 321 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or
 322 insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or
 323 not the Property is situated in or out of the Government's hundred-year flood plan or is or would be classified as
 324 wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there
 325 from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an
 326 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

327

328 LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

329 ☐ Contingency for Sale of the BUYER'S Other Property Addendum ☐ Private Water/Sewerage Addendum
 330 ☐ Condominium Addendum ☐ Deposit Addendum
 331 ☐ FHA Amendatory Clause ☐ _____
 332 ☐ New Construction Addendum ☐ _____

333

334 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on
 335 blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum
 336 provisions control.

337

338 SINGULAR – PLURAL USE: Wherever the word BUYER or the word SELLER occurs in this Agreement or is
 339 referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may
 340 be.

341

342 ACCEPTANCE: Acceptance of this Agreement must be in writing. This agreement may be executed by use of
 343 electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this
 344 Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or
 345 modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be
 346 executed in two or more counterparts, all of which shall constitute one and the same Agreement.

347

348 NOTICES AND OTHER COMMUNICATIONS: All notices, requests, claims, demands, and other communications
 349 related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding
 350 service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery; (c) overnight delivery; (d)
 351 facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective addresses of the parties as
 352 (a) written on the first page of this Agreement; (b) as designated below on lines 361 through 370; or (c) at such
 353 other addresses as the respective parties may designate by written notice.

354

355 The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be
 356 treated as originals of the signatures and documents transmitted in the above referenced real estate transaction.
 357 Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of
 358 documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or
 359 modification relating thereto, including but not limited to any notices, requests, claims, demands and other
 360 communications as set forth in the Agreement.

BUYER'S Initials

[DP]

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SELLER'S Initials

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Authentisign ID: 7BAE101F-0F7A-1630-9244-7B2F47406782

3116 KENTA DRIVE MARRERO 70072 08/06/2019
 Property address, street, city, state, zip Date

361 ☒ The BUYER further authorizes his or her agent to electronically deliver notices and other communications to
 362 the email address he or she provided to his or her agent. Furthermore, the Buyer authorizes the Seller's agent to
 363 electronically deliver notices and communications to be delivered to the following address:

364
 365 BUYER's Agent email address(es): NGA BAIRD NEWWORLDREALTY2002@GMAIL.COM

366 ☒ The SELLER further authorizes his or her agent to electronically deliver notices and other communications to
 367 the email address he or she provided to his or her agent. Furthermore, the Seller authorizes the Buyer's agent to
 368 electronically deliver notices and communications to be delivered to the following address:

369
 370 SELLER's Agent email address(es): TAMMY H. RANGLES TAMMYRANGLES@C21SELA.COM

371 The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly
 372 with the Seller or a Seller's agent to communicate directly with the Buyer.

373
 374 **CONTRACT:** This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT
 375 CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing
 376 this contract or attempting to enforce any obligation or remedy provided herein.

377
 378 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other
 379 agreements not incorporated herein in writing are void and of no force and effect.

380
 381 **EXPIRATION OF OFFER:**

382 This offer is binding and irrevocable until August 16, 2019 at 5 ☐ AM ☒ PM ☐ NOON. The
 383 Acceptance of this offer must be communicated to the offering party by the deadline stated on line 382 to be
 384 binding and effective.

385 DUC PHI 08/07/2019 10:47 AM X
 386 X 5/7/2019 10:47:06 AM CDT

387 ☒ Buyer's / ☐ Seller's Signature Date/Time ☐ AM ☐ PM ☐ Buyer's / ☐ Seller's Signature Date/Time ☐ AM ☐ PM

388 DUC PHI
 389 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)
 390 NGA BAIRD 08/07/2019 10:47 AM

391 This offer was presented to the ☐ Seller ☒ Buyer by Day/ Date/ Time ☐ AM ☐ PM ☐ NOON

392
 393 This offer is: ☒ Accepted ☐ Rejected (without counter) ☐ Countered (See Attached Counter) by:

394
 395 X X

396 ☐ Buyer's / ☐ Seller's Signature Date/Time ☐ AM ☐ PM ☐ Buyer's / ☐ Seller's Signature Date/Time ☐ AM ☐ PM

397
 398 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

399 This offer was presented to the ☐ Seller ☐ Buyer by Day/ Date/ Time ☐ AM ☐ PM ☐ NOON

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